

Fross Wedding Collections: Terms & Conditions of Sale

1. **Our acceptance of your order** will take place when i) you have paid a deposit equal to 50% of the full purchase price of the products (inclusive of VAT) and ii) we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.
2. **If we are unable to accept your order**, we will inform you of this and will not charge you for the product and refund any deposit taken.
3. **Deposits** are non-refundable unless we cannot accept or fulfil your order. The deposit cannot be transferred to another person or item. This does not affect your statutory rights.
4. **The images of the products** in our brochure or on our website or in any other promotional materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure or on a sample swatch accurately reflects the colour of the products. Your product may vary slightly from those images. Whilst we can organise for shoes to be dyed we cannot guarantee that they will exactly match a colour swatch.
5. **Once measurements** and sizing have been taken for your order, we will not be held responsible for any weight loss/gain or any other changes in your measurements and sizing (for example due to pregnancy). If your measurements and sizing change it will be your responsibility to notify the seamstress you have chosen, in which case they will confirm if they are able to make further alterations and what the additional costs will be. We Advise all brides to try their dress within 14 days of delivery to store. We provide our customers with a selection of internal and external seamstresses for them to choose from. The contract will be between the seamstress and the consumer in all occasions.
6. **We will measure each person for each order** and advise on the size to be ordered. If the bride or bridesmaids are not happy with the sizing they must inform us at the time of order. We will not be responsible for any sizing discrepancies after this time. If a bride or bridesmaid defer being measured to a later date it will be the customer's responsibility to ensure that such measurements are taken in good time for the products to be ordered and delivered in time.
7. **Orders for gowns**, which are not of a standard length or measurement, may be subject to a surcharge, the amount of which may not be known at the point of order. The finished measurement of a "special length" dress can vary by 1" either way.
8. **Where we provide guidance** in the choice of design, size, colour and measurements we do so without any liability.
9. **During the order process**, we will let you know when we will provide the products to you. Unless a fixed date for delivery has been agreed in writing, we will deliver the Products within a 'reasonable amount of time', taking account of the complexities of any alterations to be made to the Product and the location the Product is being sourced from. By way of guidance only, Products that are not in stock typically take up to 6 months to arrive and can take longer during peak periods. If a bride orders late, her dress may not arrive until a few days before the wedding. Alterations can still be carried out within one day if necessary, regardless of complexities, this must be arranged in advance with your seamstress chosen by you.
10. **If you have asked to collect** the products from our premises, we will book an appropriate appointment for you.
11. **If you do not collect the products** from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery (if applicable) or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 13 will apply.
12. **We may end the contract** for a product at any time by writing to you if: you do not make any payment to us when it is due; you do not, within 7 days of us asking for it, provide us with information that is necessary for us to provide the products; you do not, after 7 days of us notifying you the Product is ready, allow us to deliver the products to you (if applicable) or collect them from us.

13. **If we end the contract** in the situations set out in clause 12 we will not refund any deposit you have paid for the Products.
14. **The balance of the price for the products** must be paid before collection or delivery of the products and in any event within 7 days of notification that the products are ready. We accept payment by cash or credit/debit card but do not accept payment by cheque.
15. **If you do not pay us** for the products when you are supposed to (see clause 14) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.
16. **We will store each dress** for £50.00 up to 24 hours before the customers wedding date (as advised on the order form).
17. You own the products once we have received payment in full.
18. **Changing your mind.** Unless there is a fault with them, which in the case of bespoke items cannot be repaired, you will not be entitled to an exchange or refund of products purchased from us 'in-store'. If you order from us online, over the telephone or from any location away from our shop premise you will be entitled to an exchange or refund, within 14 days of delivery of the products except for in relation to: Ex-sample gowns or Bespoke goods (including bridal gowns made to measure or tailored to fit) or On Premise sales.
19. **Ex-sample gowns**, it is the retailer's responsibility to list all known faults with the dress after inspection with the consumer. The consumer is not entitled to an exchange or refund of products purchased. This does not affect your statutory rights
20. **Liability during storage of products.** In the unlikely event that customers paid for products are lost or damaged, due to fire, flood or theft, whilst on our premises we shall only be responsible for reimbursing the retails costs of such products.
21. **Alternative dispute resolution** is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to **Retail ADR** via their website at www.retailadr.org.uk or by telephone: 0203 540 8063. Retail ADR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
22. **Our Full set of terms and conditions are available upon request.**